

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE: TONIA HARPER-GROBES)	
<u>Debtor(s)</u>)	CHAPTER 13
)	
EXETER FINANCE LLC)	CASE NO. 20-14349 (ELF)
<u>Moving Party</u>)	
)	
v.)	HEARING DATE: <u>2-2-21 at 9:30 AM</u>
)	
TONIA HARPER-GROBES)	
MICHAEL W. GROBES)	11 U.S.C. 362
<u>Respondent(s)</u>)	
)	11 U.S.C. 1301
WILLIAM C. MILLER)	
<u>Trustee</u>)	
)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Exeter Finance LLC (“Exeter”) filing this its Motion For Relief From The Automatic Stay And Co-Debtor Stay (“Motion”), and in support thereof, would respectfully show:

1. That on November 3, 2020, Tonia Harper-Grobes filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, 1301 and 28 U.S.C. 157 and 1334.
3. On August 10, 2019, the debtor and the co-debtor Michael W. Grobes entered into a retail installment contract for the purchase of a 2016 Nissan Rogue bearing vehicle identification number JN8AT2MV4GW130226. The contract was assigned to Exeter Finance LLC and the debtor became indebted to Exeter in accordance with the terms of same. Exeter Finance LLC is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B.

4. As of January 3, 2021, the debtor's account with Exeter had a net loan balance of \$22,448.28.

5. According to the January 2021 NADA Official Used Car Guide, the vehicle has a current retail value of \$13,425.00.

6. The debtors' account is past due from October 24, 2020 to December 24, 2020 with arrears in the amount of \$1,516.13.

7. Exeter Finance LLC alleges that the automatic stay and co-debtor stay should be lifted for cause under 11 U.S.C. 362(d)(1) and 11 U.S.C. 1301 in that Exeter lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The debtor is failing to make payments to Exeter and is failing to provide Exeter with adequate protection.

WHEREFORE PREMISES CONSIDERED, Exeter Finance LLC respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Exeter to permit Exeter to seek its statutory and other available remedies; (2) that the co-debtor stay will be terminated as to Exeter to permit Exeter to seek its statutory and other available remedies; (3) that the stay and co-debtor stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (4) Exeter be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

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Local Counsel for Exeter Finance LLC